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ABSTRACT

This document presents the agreement between Lincoln University of the Commonwealth System of Higher Education and the Lincoln University Chapter of the American Association of University Professors. Articles cover recognition, definitions, purpose of agreement, university administration, chapter service items, governance, no discrimination, personal files, no strike-no lockout, academic freedom, academic tenure, library, workload, grievance procedure, faculty and library retrenchment, salary and compensation, and miscellaneous. (MJM)

ED 087270

387-3760

Not yet ratified

AGREEMENT

THIS AGREEMENT made and entered into this 28th day of September, 1973, by and between LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION ("Lincoln") and THE LINCOLN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS ("LUC-AAUP").

ARTICLE I -- RECOGNITION

§1.1. Lincoln recognizes LUC-AAUP, pursuant to the certification of the Pennsylvania Labor Relations Board of 3 November 1972 in case no. PERA-R-2339-E, as the "EXCLUSIVE REPRESENTATIVE of the employees [of Lincoln] in the unit described below for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment:

> "In a sub-division of the employer unit comprized of all full-time, full-salaried faculty (including department chairmen), who hold the rank of Lecturer, Instructor, Assistant Professor, Associate Professor, and Professor and all full-time professional librarians, and excluding graduate assistants, visiting faculty, Deans, Vice Presidents, Provost and the President, and all other administrators except those who hold the faculty rank as defined above, and further excluding supervisors, first level supervisors, management and confidential employees as defined in Act 195."

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE NATIONAL INSTITUTE OF EDUCATION THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

ARTICLE II -- DEFINITIONS

§2.1. "Faculty Members" as defined in this Agreement are those who are employed in the full-time service of Lincoln with primary responsibility for classroom teaching. Excluded from the term Faculty Members as defined in this contract are visiting faculty, Deans, Vice Presidents, Provost, President, and Counsellors.

§2.2. "Librarians" as defined in this Agreement are those who are employed in the full-time service of Lincoln whose professional services exclusively or primarily relate to the University Library. Excluded from the term as herein defined are secretaries, clerks, and all others except the professional staff of the Library.

§2.3. The term "calendar day" as defined in this Agreement shall mean a day when classes or examinations are scheduled in accordance with the official University calendar.

§2.4. Unless otherwise indicated in this Agreement, the masculine pronoun shall import the feminine, and the singular number shall import the plural wherever applicable.

§2.5. A "visiting faculty member" as defined in this Agreement is hired to teach one course on a one-year contract or 2 or fewer courses on a semester contract.

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ARTICLE III -- PURPOSE OF AGREEMENT

§3.1. The parties recognize that collective bargaining in good faith will further their common purpose of offering the best educational opportunities for Lincoln's students: by furthering Lincoln's tradition of rendering unique contributions to the Commonwealth, the Nation, and the world; by encouraging professional growth, scholarly interest, and effective teaching; by facilitating academic administration; and by developing the highest standards of academic excellence and due process within the Lincoln community.

ARTICLE IV -- UNIVERSITY ADMINISTRATION

§4.1. The parties agree that pursuant to Section 5 of the Lincoln University Commonwealth Act of 1971, "the entire management, control and conduct of the instructional, administrative, and financial affairs of the University are . . . vested in the Board of Trustees under regulations established by the State Board of Education", and that, except where limited by Lincoln's by-laws and by the terms of this Agreement, the property, business and affairs of Lincoln shall be managed and controlled exclusively by the Board of Trustees.

§4.2. As provided in Section 702 of Act 195, matters of inherent managerial policy reserved exclusively to Lincoln "include but shall not be limited to such areas of discretion or policy as the functions and programs of [Lincoln], standards of services, its overall budget, utilization of technology, the organizational structure, and selection and direction of personnel."

ARTICLE V -- CHAPTER SERVICE ITEMS

§5.1. LUC-AAUP shall be entitled to the use of meeting rooms, upon application to the appropriate authority, on the same basis as pertains to any group within the University.

§5.2. LUC-AAUP shall have the right to post notices of its activities on bulletin boards in Lincoln University buildings, and LUC-AAUP shall have the right to use Faculty mail boxes for distribution of official communications. LUC-AAUP shall have the same right as is accorded to other University groups to make announcements at Faculty meetings or through public address systems wherever these exist.

§5.3. Lincoln shall make available to LUC-AAUP, upon reasonable notice, such information and data in the sole possession of Lincoln's administration, relating to wages, hours, and terms and conditions of employment, that are necessary for the negotiation and implementation of this Agreement.

§5.4. The designated representative of LUC-AAUP shall be offered a reasonable time on the agenda at the annual faculty orientation.

§5.5. Lincoln University agrees to deduct in monthly installments the current collective bargaining dues of LUC-AAUP from the pay of those members of the unit who individually request in writing that such deductions be made upon an authorization card approved by Lincoln and attached hereto as Exhibit "A". The amounts to be deducted shall be certified in writing by LUC-AAUP and shall be remitted monthly to LUC-AAUP together with a statement containing the names of those from whom deductions have been made and the

amount deducted for each. Each authorization may be revoked during the period of 15 days prior to the expiration of this Agreement. When such deductions are made in accordance with the procedure above, LUC-AAUP shall be solely responsible in the event any member of the unit claims that the deduction and/or remission was improper.

§5.6. Lincoln will be responsible for printing this agreement and for distributing one copy to each member of the unit.

ARTICLE VI -- GOVERNANCE

§6.1. The parties recognize and accept the By-Laws of the Lincoln University Faculty, as amended, and as they may be further amended by the Faculty and approved by the Trustees from time to time, as the legal instrument defining the role of the Faculty in the governance of the University. A copy of these By-Laws, as amended, is attached hereto and incorporated herein as part of this agreement as Exhibit "B".

§6.2. Nothing in this Agreement shall be construed to prevent or restrain further study and review of proposals for improvement of the governance of the University through any constituent group or groups, including the Trustees, the administration, faculty, library staff, alumni, students, support staff or community.

ARTICLE VII -- NO DISCRIMINATION

§7.1. The parties shall not discriminate against any Faculty Member or Librarian or against any applicant for employment in positions in the Faculty or Library by reason of age (as defined in the relevant statutes), race, creed, marital status, color, sex, religion, national origin, citizenship or membership or non-membership in LUC-AAUP, provided that nothing herein shall be construed to allow non-members of LUC-AAUP to engage in votes or other union activities.

ARTICLE VIII -- PERSONNEL FILES

§8.1. Lincoln shall maintain one confidential, complete personnel file for each Faculty Member and Librarian. No anonymous material shall be placed in the official personnel file. Each Faculty Member and Librarian shall have access to his official personnel file and to all materials therein except for confidential letters of reference written in connection with his initial employment. In addition to the Faculty Member or Librarian, only the President or Chief Academic Officer shall have access to the official personnel file without the express written approval of the Faculty Member or Librarian.

ARTICLE IX -- NO-STRIKE - NO-LOCKOUT

§9.1. During the term of this agreement there shall be no strike, stoppage of work, walkout, slow down, or refusal to work on the part of faculty members or librarians. Lincoln shall not permit any lockout of Faculty Members or Librarians during the term of this Agreement.

ARTICLE X -- ACADEMIC FREEDOM

§10.1. Both parties incorporate by reference the 1940 Statement of Principles on Academic Freedom attached to this Agreement as Exhibit "C"; provided, however, that if there be any conflict between the referenced principles and the By-Laws of the Lincoln University Faculty, the By-Laws shall control.

ARTICLE XI -- ACADEMIC TENURE

§11.1. Both parties incorporate by reference the 1940 Statement of Principles on Tenure attached to this Agreement as Exhibit "D"; provided, however, that if there be any conflict between the referenced principles and the By-Laws of the Lincoln University Faculty, the By-Laws shall control.

ARTICLE XII -- LIBRARY

§12.1. The Committee on Promotions, Tenure, and Severance shall investigate the professional qualifications of the librarians. The Committee shall recommend to the President for faculty rank to commence in the 1974-1975 academic year those librarians deemed qualified. The faculty rank which the librarian may initially hold shall be finally determined by the President, and any appointments shall commence with the 1974-1975 academic year.

§12.2. Even though accorded faculty status, the librarians shall continue to work 12 months, with one month summer vacation. A librarian will be allowed one additional month of summer vacation without pay, to be scheduled when convenient, if he should so elect. At least one librarian each year shall be allowed three months' paid leave in order to pursue graduate study.

§12.3. Librarians shall work the present work week.

§12.4. Librarians hereinafter accorded faculty status shall begin to accrue credits toward tenure and sabatical leaves on the date of appointment to the faculty.

ARTICLE XIII -- WORKLOAD

§13.1. Lincoln currently operates a 4-1-4 calendar year (with two semesters of 4 months each, with a one month interim in January) extending nine full calendar months from the beginning of September to the end of May.

§13.2. The parties agree that in the event of a change in the academic calendar year a mathematical equivalent will be established by negotiations to the workload under this Article and that they will negotiate the effects of any such change on the wages, hours, and terms and conditions of the faculty members before its implementation.

§13.3. A faculty member shall be permitted one free January interim period every four years for his development and growth, at the discretion of his department chairman.

§13.4. A course shall consist of 52 class meetings per semester in periods of at least 50 minutes each. Three such courses shall constitute a full load each semester.

§13.5. The teaching load for each faculty member shall be six courses as defined above, plus a January program offered three times in every four years. Additional exceptions may be allowed on agreement of the President and LUC-AAUP.

§13.6. In classes that are taught by teams of faculty, teaching credit shall be apportioned among the participating faculty by the Chief Academic Officer. These provisions do not imply that faculty members will not continue to contribute to the classes of their colleagues other than on a semester credit hour basis. The faculty recognizes the fruitfulness of the interchange of ideas accomplished by guest appearances in each other's classes and intends to extend these professional courtesies as in the past.

§13.7. Thirteen (13) days per semester devoted to supervised field work projects in sociology, community services, or related fields shall constitute a course.

§13.8. Each scheduled hour per week of activity courses in physical education, each scheduled laboratory hour in the sciences, and each scheduled hour in English writing laboratory, shall constitute 2/3 of a class meeting time as defined in §13.4 of this Article. Each scheduled language laboratory hour and each scheduled supervised practice hour in music shall constitute 1/2 of a class meeting time as defined above.

§13.9. A faculty member who receives a grant that is intended to pay for research time (with or without special teaching provisions included), shall either:

(a) have his workload reduced by a number of hours to which the research time shall be deemed equivalent; or

(b) receive the monetary benefits of the grant over and above his regular salary, if his teaching load is not reduced; or

(c) work out some combination of (a) and (b) to the mutual satisfaction of the faculty member, the Chief Academic Officer, and the department or departments involved.

§13.10. The duties of the department chairmen in departments with more than 3 full-time equivalent faculty members (including the department chairmen) shall constitute one course per semester. The department chairman's duties shall not, however, be reduced during the January interim.

§13.11. The coaching of athletics constitutes course credits pursuant to the following schedule:

	Fall Term & January Term	Spring Term
Baseball	-	1.0
Basketball (Men)		
Head Coach Varsity	1.5	.75
Head Coach Junior Varsity	.75	.75
Basketball (Women)		
Head Coach	.75	-
Cheerleading		
Coach	.25	.25
Cross-Country		
Head Coach	.75	-
Dance		
Coach	.25	.75
Director of Athletics	1.5	1.5
Director of Intramurals	.75	.75
Soccer		
Head Coach	.75	-
Tennis		
Head Coach	-	.75
Track (Spring)		
Head Coach	-	1.0
Wrestling		
Head Coach	.75	1.5
Trainer (Men)	1.5	1.5
Trainer (Women)	.5	.5
Volleyball (Women)	.75	-

§13.12. Special undertakings (such as organization of symposia, scheduling of University sponsored displays, exhibits and other events, direction of dramatic performances, etc.) that do not fall into any of the categories listed above shall receive semester credit hour credit on the basis of one semester credit hour for each 40 to 50 hours of actual time spent on the undertaking during the course of the semester.

§13.13. Supervision of twelve students engaged in practice teaching shall be rated one course in either semester or in the January interim.

§13.14. By the mutual consent of LUC-AAUP and the Chief Academic Officer the workload may be adjusted for particular circumstances when a program or department may indicate that its effective development would require such adjustment.

§13.15. Teaching faculty members shall maintain a minimum of 6 office hours per week at such times as will accommodate to the needs of the students. The schedule of office hours for each faculty member shall be posted in such manner as to be easily observed by the students.

ARTICLE XIV -- GRIEVANCE PROCEDURE

§14.1. It is the declared objective of the parties to encourage the fair and equitable resolution of grievances. In order to effect a prompt and efficient resolution of grievances, the parties shall make available one to the other all known relevant facts so as to enable the parties to resolve grievances, in the interest of maintaining harmony and cordiality within the campus environment. The parties further agree that except as otherwise specifically provided in this Agreement, the orderly processes hereinafter set forth shall be the sole method used for the resolution of grievances.

A grievance may be filed by an aggrieved member of the bargaining unit, an aggrieved group of members of the bargaining unit, or LUC-AAUP. LUC-AAUP may present a policy grievance (one which affects more than one (1) person) at any step of the grievance procedure prior to arbitration.

§14.2. (a) A "grievance" is an allegation or complaint that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement or the By-Laws of the Faculty of Lincoln University which have been incorporated into the Agreement; or of any complaint alleging improper, arbitrary or discriminatory enforcement of existing rules, regulations, practices, and/or proceudres relating to wages, hours, terms and conditions of employment.

(b) The term "grievance" shall not include:

(i) Complaints relating to the merits of the dismissal or suspension of faculty members, which matters are governed by the Lincoln University Faculty By-Laws, Article III, Paragraph 9.

(ii) Complaints relating to the merits of appointment, reappointment, promotions, and tenure, which matters shall fall initially within the jurisdiction of the initial standing committee on Promotions, Tenure, and Severance (Faculty By-Laws, Article I, paragraph 5, (k)), and reviewable by the judicial committee (Faculty By-Laws, Article I, paragraph (g)).

(iii) Complaints relating to the merits of allegations of infringement of academic freedom, which shall fall within the jurisdiction of the judicial committee (Faculty By-Laws, Article I, paragraph 5 (g)).

§14.3. Any grievance for which redress is not specifically defined in the Lincoln University Faculty By-Laws shall be subject to redress through the procedures outlined below, Steps 1 through 4.

Step 1. LUC-AAUP, a member of the bargaining unit, or a group of members of the bargaining unit may initiate a grievance in writing, to the Dean or appropriate Academic Administrator within ten (10) University Calendar Days after the occurence giving rise thereto, or within ten (10) University Calendar Days of the date on which the grievant has learned or should have learned of such occurrence whichever is later. The Dean or appropriate Academic Administrator shall submit his answer within 10 calendar days of the receipt of the grievance.

Step 2. In the event there is no resolution of the grievance at Step 1, the grievant or LUC-AAUP shall submit his grievance (with copy to responsible person in Step 1) to the Chief Academic Officer. Such written grievance shall be submitted within five (5) University Calendar Days after procedures in Step 1 have been exhausted. The Chief Academic Officer or his designee shall investigate the matter in such manner as he shall deem appropriate and shall submit a written report to the grievant and the LUC-AAUP (a copy to responsible person in Step 1) within ten (10) University Calendar Days of the date on which he received the written grievance.

Step 3. If the grievance is not suitably resolved in Step 2, the grievant or LUC-AAUP may, within five (5) University Calendar Days after receipt of the written decision from the Chief Academic Officer or his designee, submit a written appeal to the President. The President shall have ten (10) University Calendar Days following the receipt of such written appeal to submit a written response to the grievant, LUC-AAUP, the Chief Academic Officer, and responsible person in Step 1. It is agreed that in all cases of dismissal the faculty member and LUC-AAUP may go immediately to Step 3 of the grievance procedure. It is further agreed that each party to this Agreement may submit a grievance to the other party, and, by mutual agreement, proceed immediately to Step 3.

Step 4. Arbitration. If the grievance is not suitably resolved in Step 3, LUC-AAUP but not a member of the bargaining unit, may within thirty (30) University Calendar Days of the receipt of the written response in Step 3, notify the President of its intent to submit the grievance to binding arbitration. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot so agree within fifteen (15) calendar days of receipt of the above notice, the matter shall, forthwith, be submitted to the American Arbitration Association ("AAA"), and the AAA shall be required to submit a list or lists of arbitrators for the selection of an impartial arbitrator. If no mutually acceptable selection is made by the parties after the elimination of the second list, the AAA shall appoint the arbitrator in accordance with its rules then obtaining. Anything herein to the contrary notwithstanding, individuals named by the AAA should be familiar with all aspects of the academic environment. The arbitration proceeding shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case. The decision of the arbitrator shall be final and binding upon the parties, but he is to have no authority to add to, subtract from, or modify this Agreement where there is a conflict between this Agreement and the By-Laws, the Agreement shall control. Further, in matters relating to decisions regarding faculty status or academic freedom, the authority of the arbitrator shall extend only to the procedures followed and not to the merits of such decisions.

In all cases, arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association then obtaining. The costs of arbitration shall be shared equally by LUC-AAUP and Lincoln, but each party shall bear its own cost of presenting its case to the arbitrator.

§14.4. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified and, in the event such is not done, the administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind; provided, however, that the said time limits may be extended by written mutual agreement, for any reason; and, provided, further, that a grievant shall not be penalized as to the time if he has been misled by an administrator.

§14.5. Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual written consent.

§14.6. The LUC-AAUP representative shall be advised by the administration of the existence of a grievance as soon as the University administration becomes aware of its existence.

§14.7. Subject to the provisions of Section 606 of Act 195, the LUC-AAUP representative shall be permitted to be present at any meetings which the administration holds with a grievant regarding his grievance, regardless of whether the grievant wants such representative to be there or not.

§14.8. A LUC-AAUP representative shall be permitted to represent the grievant and, in any event, to represent and speak on behalf of LUC-AAUP's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent himself and LUC-AAUP shall not interfere with that right.

§14.9. Copies of all transcripts, documents and correspondence filed with respect to the grievance shall be sent to LUC-AAUP as early as is possible and practicable.

§14.10. Any settlement, withdrawal or disposition of a grievance at any step below Step 3 of the grievance procedure shall not constitute a binding precedent for the settlement of similar grievances in the future.

ARTICLE XV -- FACULTY AND LIBRARY RETRENCHMENT

§15.1. Lincoln University shall meet and discuss with LUC-AAUP or its designee regarding any changes which will lead to retrenchment and thereby influence wages, hours and terms and conditions of employment. Lincoln shall provide to LUC-AAUP accurate information, statistics and financial data related to retrenchment.

§15.2. Retrenchment because of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

(a) Insofar as possible, the process of natural attrition shall be used to retrench faculty.

(b) When in the opinion of Lincoln retrenchment becomes necessary and it cannot be accomplished totally by attrition, LUC-AAUP and the affected faculty members and librarians shall be notified prior to implementation and retrenchment shall be made as circumstances require.

(c) Before a faculty member is retrenched, every reasonable effort shall be made to place him in another suitable position.

(d) Anything herein to the contrary notwithstanding, consistent with such reasonable time constraints as the President shall determine, the affected faculty members and librarians, shall be given the opportunity to reach voluntary agreement among themselves as to the order of retrenchment. Those who are retrenched by voluntary agreement in accordance with the foregoing shall have the same rights as if involuntarily retrenched.

(e) Within the first three years of his retrenchment, a faculty member or librarian shall be given preference for any opening in the faculty or library at Lincoln, providing only that he is qualified. Such a person shall retain all benefits he enjoyed at the time of retrenchment and shall not be considered a new employee; provided, however, that nothing herein shall be construed as authorizing the payment of retroactive benefits for the period the faculty member or librarian did not work at Lincoln.

(f) Due notice procedures as described in the By-Laws shall be followed.

ARTICLE XVI -- SALARY AND COMPENSATION

§16.1. Salary increases for the 1973-1974 academic year; minimum rates.

(a) Lincoln shall raise every member's annual salary by 6% or to the minimum salary rates set forth below, whichever is greater.

(b) The following minimum annual salary rates shall be effective with the 1973-1974 academic year, provided, however, that housing furnished to a faculty member shall be valued at the noted values* a year and included in the computation of the minimum salary rates hereunder:

Position	Annual Rate
Instructor	$ 9,260
Assistant Professor	11,240
Associate Professor	13,680
Professor	16,620

(c) The professional librarians' salary shall be increased by 6% or to the minimum salary rate for instructors, whichever is greater.

(b) To serve in an official capacity or to make a formal presentation at such a meeting. Limit of twice per year.

Expense Allowances: Reimbursement for transportation, subsistence, lodging and registration fees shall conform to the standards promulgated by the Commonwealth of Pennsylvania. Every reasonable effort will be made to process travel expenses promptly.

§16.9. Tuition. Lincoln shall offer free tuition at the University for spouses and children of full-time unit members.

§16.10. Housing. Existing housing benefits shall continue.

§16.11. Parking. Unit members shall have free parking.

§16.12. No fees or fines except as provided by contract or By-Laws.

§16.13. Lincoln faculty shall be given first option on positions in all special and summer programs contracted by the University.

§16.14. Unless altered by this agreement, all existing benefits shall continue.

ARTICLE XVII -- MISCELLANEOUS

§17.1. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation or the granting of appropriations, that provision shall become effective only if such legislative action is taken. The parties, however, mutually agree to make such recommendations to the Legislature which may be necessary to give force and effect to the provisions of this Agreement.

§17.2. Lincoln, with the cooperation of LUC-AAUP, will cause to be introduced and will lend its full support to the necessary proposed legislation.

§17.3. In the event the legislation is not passed with respect to a specific subject matter, the parties hereto shall have the right to renegotiate regarding the subject matter contained in the appropriate article in a manner permitted by law.

§17.4. In the event that any provision of this Agreement is found to be inconsistent with existing statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

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*Footnote from page 10:

Harold D. Gunn	$1400	Benjamin Schwartz	$1400
Gerald O. Hurwitz	1400	Orrin C. Suthern	1400
James B. MacRae	1400	Donald L. Pierce	1300
Deforest P. Rudd	1400		

§16.2. Salary increases for the 1974-1975 academic year. Lincoln shall increase annual salaries of members of the unit by 7% for the 1974-1975 academic year.

§16.3. Joint Committee to investigate rate structure. Representatives of Lincoln and LUC-AAUP will meet and discuss a comprehensive salary schedule for the members of the Lincoln faculty.

§16.4. Promotions. Salary increases involving promotions as recommended by the Committee on Promotions, Tenure, and Severance shall be continued to be paid.

§16.5. Health Insurance. Commencing July 1, 1973, Lincoln will pay 100% contributions for each member of the unit to have Blue Cross Co-Pay Preferred and Blue Shield Plan B coverage. It is understood an employee must have been employed at Lincoln one year prior to entrance in the plan.

§16.6. Sabbatical Leaves. Sabbatical leaves shall be granted in accordance with the provisions of Article V, Section 2-5 of the By-Laws. Such leaves shall be granted on the mutual consent of the President and the Committee on Promotions, Tenure, and Severance to a maximum of 5% of the faculty in any given year.

§16.7. Other Leaves:

(a) Unit members may be granted special leaves of absence by the President for limited periods of study, research, and professional improvement, or to render technical or professional or public service, or for reasons of health. Such special leaves of absence shall not ordinarily extend beyond two consecutive years, and shall not be counted toward the accumulation of years qualifying one for a sabbatical leave.

(b) Special leaves may be granted without pay except for leave occasioned by: 1) jury duty; 2) death in the family; 3) service in reserve components of the armed forces; 4) service in the Pennsylvania National Guard; and 5) participation in professional conferences and training sessions which are work-related. The President may grant leaves of absence with reduced pay for unit members who pursue graduate or post-doctoral courses of study. The President shall grant unpaid leaves for AAUP service.

(c) For all leaves, sick leaves included, the University shall continue its contribution to all retirement and insurance programs.

§16.8. Travel Expense: Unit members shall be permitted sufficient time away from their regular assignments for previously approved scholarly and professional purposes, subject to the following provision: It shall be the responsibility of the faculty member to provide adequate substitutes for all regularly scheduled University activities in his absence. Such substitutes must have the prior approval of the department chairman. Money for such travel shall be authorized normally for the following purposes:

(a) To attend a professional conference or meeting pertaining to the academic interests of the faculty member. Limit of once per year.

ARTICLE XVIII -- L[illegible]RATION

18.1. This agreement shall be effective on the date first above written and shall continue until June 30, 1975.

LINCOLN UNIVERSITY OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION

s/ Herman R. Branson

President

DATED: September , 1973

LINCOLN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

s/ Donald Pierce, President AAUP

SALARY DEDUCTION AUTHORIZATION

I hereby authorize Lincoln University to deduct monthly from my salary the regular annual dues of L.U.C.-A.A.U.P. and remit them to L.U.C.-A.A.U.P. I understand that this authorization is irrevocable for the term of the Agreement between Lincoln University and L.U.C.-A.A.U.P., or any extension thereof or successor thereto, except that it may be revoked on each anniversary of the Agreement, provided such notice is given in writing during a period which commences fifteen (15) days prior to the anniversary date.

_____
Signed

_____
Date

"A"

ARTICLE I

The Faculty

1. Membership. The Faculty shall consist of the President, professors of all ranks, instructors, and lecturers. Administrative officers without faculty rank may attend all meetings of the Faculty except executive sessions, but are not eligible to vote nor for membership on standing committees except as hereinafter specified.

2. Powers. The Faculty shall prescribe, subject to the University Charter and to approval by the Board of Trustees, requirements for admission, courses of instruction, conditions of graduation, the degrees to be conferred, and rules and methods for the conduct of the educational work of the University. The Faculty shall be informed of important developments affecting the educational work of the University, including proposed capital expenditures and annual budgets. The Faculty shall recommend to the Board of Trustees candidates for degrees in course and for honorary degrees, and shall designate recipients of fellowships, scholarships, prizes and awards. Subject to the primary authority of the President, the Faculty may participate with the President, Provost, Deans, and other officers of administration in matters of student discipline through the committee structure hereafter defined.

3. Meetings. A stated meeting of the Faculty, under the chairmanship of the President, shall be held monthly during the academic year. Additional meetings, including executive sessions, may be called by the President at his discretion, and shall be called by him on petition of any ten members of the Faculty. In the event of the absence of the President, the Provost shall preside at the meetings of the Faculty. The Faculty shall elect annually a secretary who shall keep a record of the proceedings of their meetings.

Robert's Rules of Order, Revised, shall be the authority for the conduct of the meetings.

Written notice of each meeting, whether stated or called, shall be circulated to each faculty member, giving the principal agenda for the meetings.

A majority of the voting members of the Faculty shall constitute a quorum. The President shall not be counted toward a quorum.

4. Suffrage. The voting privilege shall be extended to all members of the Faculty who are in the full-time employ of the University.

The President shall have the deciding vote in case of a tie, but shall not vote otherwise.

5. Standing Committees. Except as specified, the standing committees listed hereafter shall be created annually. Elections to committees shall be held by ballot at the September meeting of the Faculty, except that the Committee on Nominations and the Committee on Honorary Degrees shall be constituted at the last regular meeting of the preceding academic year. Except as otherwise specified, members of committees, whether elective or appointive, shall serve for one year, but shall be eligible for re-election or reappointment. Vacancies occurring during the year shall be filled by election or by appointment, as may be indicated. Where the chairman is not designated, he shall be appointed by the President from the members of the Committee.

Students shall be invited to serve on committees as specified hereafter, or upon the invitation of any committee. The Faculty members of each committee may determine whether or not student members shall be permitted to vote in that committee.

a. The Committee on Admissions, Academic Standing, and Financial Aid, composed of the Dean-Registrar, the Provost, the Dean of Students, an Admissions Officer, and four members elected by the Faculty.

b. The Committee on Athletics, composed of the Director of Athletics, two members elected by the Faculty, one member appointed by the President and three students.

c. The Curriculum Committee, composed of the Provost, the Dean-Registrar, three elected members, one from each of the divisions of study, and two students. Election of faculty members shall be for three years with terms expiring in successive years.

d. The Committee on Educational Policies, composed of the President (chairman), the Provost (vice chairman), the Dean of Students, and four members elected by the Faculty, one from each of three divisions of study and one at large. This committee shall meet from time to time with the Educational and Academic Matters and Student Welfare Committee of the Board of Trustees.

e. The Committee on Faculty By-Laws, composed of three members elected by the Faculty and two members appointed by the President.

f. The Committee on Honorary Degrees, composed of five members appointed by the President. This committee shall meet no later than November 1 to consider faculty recommendations for honorary degrees. It shall thereafter meet with a similar committee of the Board of Trustees for the purpose of making recommendations to the Faculty.

g. The Judicial Committee, composed of one member appointed by the President, and three non-administrative members with permanent tenure elected by the Faculty.

h. The Committee on Lectures and Recitals, composed of five members appointed by the President, and two students.

i. The Committee on the Library, composed of the Librarian, three members elected by the Faculty, one from each of the divisions of study, and two students.

j. The Committee on Nominations, composed of three members elected by the Faculty, one from each of the divisions of study.

k. The Committee on Promotions, Tenure, and Severance, composed of the President (chairman), the Provost, and three members elected by the Faculty, one from each of the divisions of study. Only faculty members on permanent tenure shall be eligible for election.

l. The Committee on Religious Activities, composed of the Chaplain, one member elected by the Faculty, one member appointed by the President, and two students.

m. The Committee on Research and Publications, composed of two members elected by the Faculty, one member appointed by the President.

n. The Committee on Student Health, Welfare and Discipline, composed of two administrative officers responsible for student affairs; five members elected by the Faculty, one of whom shall serve as chairman and shall vote only in case of a tie; and six students chosen from the two upper classes. The Committee shall be empowered to form a subcommittee to investigate, study, and evaluate student attitudes, behavior, health and general welfare. The Committee may, from time to time, delegate to students or to a student-faculty subcommittee authority to exercise disciplinary functions. The University physician and psychiatric personnel shall be consulted by the Committee as the need arises.

8. Nominations. The Committee on Nominations shall make nominations for all elective posts at the September meeting of the Faculty, except for those posts specified herein to be elected at another time. Additional nominations may be made from the floor by any faculty member qualified to vote.

7. Special Committees. The President shall have the power to appoint special or ad hoc committees, except as provided by statute, to advise him or to assist him in the performance of his duties. The President shall appoint the chairman of each special committee, or may himself serve as chairman.

Special or ad hoc committees may also be created upon the request of a majority of those present and eligible to vote in any faculty meeting.

8. The President shall be ex officio a member of all committees.

ARTICLE II

Departments of Instruction and Divisions of Study

1. The chairman of each department shall be appointed annually at the time contracts are issued by the President in consultation with the Provost and the chairman of the appropriate division. He shall be responsible for coordinating the courses within his discipline, and shall advise, in consultation with others in his department, students who major in his subject. He shall recommend to the Provost budgetary proposals for his department. He shall recommend through his divisional representative to the Committee on Curriculum, changes in courses offered in his department. He shall be consulted on, and may make recommendations concerning, appointments and promotions in his department. He shall submit annually a written report of his department's activities to the President, to the Provost, and to the divisional chairman.

2. Departments of instruction shall be grouped into the following divisions of study: Division of the Humanities; Division of the Natural Sciences and Mathematics; Division of the Social Sciences.

Each division shall elect a chairman from among its departmental chairmen during the fall semester of even numbered years. The divisional chairmen shall hold office for two years and shall be eligible for re-election.

Each division shall convene at least once each semester, for consideration of, and appropriate action on, matters common to the several departments. The divisional chairmen shall call such meetings and preside over them.

ARTICLE III

Officers of Instruction: Appointment, Promotion, Severance

1. The Committee on Promotions, Tenure, and Severance shall consult with the President on all faculty promotions, admissions to tenure, sabbatical and other leaves of absence, and severances.

2. Notification of non-reappointment of severance for the following academic year shall be made in writing by March 1, in the first two years of appointment, and in subsequent years a full twelve months prior to termination of service. Notifications of reappointments for the following academic year shall be made in writing, with a full statement of rank by May 1, and of salary as soon as feasible. All agreements of a contractual nature shall be in writing and shall be kept on file. Resignations of faculty members shall be submitted within one month after receipt of contract.

3. Instructors shall be on one-year appointment. Such appointments may be renewed from year to year. Any instructor serving four years shall be given written notice by the President as to prospects for promotion.

4. Assistant professors shall be appointed for a term not exceeding three years. They may be reappointed. Any assistant professor serving at that rank for four years shall be given written notice by the President as to prospects for promotion.

5. Associate professors and professors may be appointed for a term not exceeding three years upon their first appointment. Reappointment of associate professors and professors after three years' service in either rank shall automatically confer permanent tenure. The President may make initial appointments with permanent tenure in the rank of associate professor or professor after consultation with the Committee on Promotions, Tenure, and Severance. Promotion to the rank of associate professor or professor shall automatically confer permanent tenure.

6. All faculty members without permanent tenure who have been employed full time in the University in the rank of instructor, assistant professor, associate professor, professor, or any combination thereof, for a period of seven years shall be granted permanent tenure upon appointment for the following year. A new faculty member in the ranks listed in this paragraph, with three or more years of service as a full-time faculty member at any one other accredited institution of higher education, shall be granted permanent tenure upon appointment to a fifth year at Lincoln University.

7. Any full-time member of the faculty proposing to engage in remunerative work outside of the University during the academic year must file with the President a description of the nature and extent of the employment. Mutual agreement is expected. If the decision of the President is adverse, the faculty member may appeal through the President to the Board of Trustees.

8. Duties of members of the Faculty shall include attendance at faculty meetings and attendance in proper academic attire at all formal academic occasions scheduled by the University, unless relieved by special permission of the Provost.

9. No member of the Faculty shall be deprived of permanent tenure or be dismissed prior to the expiration of his term of appointment without adequate cause. Adequate cause shall consist of departure from commonly accepted standards of morality, neglect of duty, inefficiency, incompetence, or illegal conduct prejudicial to the University.

The President may himself initiate charges against a member of the Faculty. In all other instances complaints against a member of the Faculty shall be submitted in writing to the President. Upon receipt of such complaint the President shall cause an investigation to be made of said complaint, and if in his judgment the complaint states a prima facie cause for possible termination of tenure or dismissal prior to termination of appointment, he shall prepare a written statement of the charges together with a summary of the evidence in support thereof and serve a copy of same upon the accused faculty member and inform him of his right to a hearing before the Judicial Committee. If the accused disputes the charges or desires a hearing thereon, he shall within fifteen days from the receipt of the statement of charges serve a written reply thereto upon the President and request such a hearing. Upon the receipt of the reply and request, the President shall within fifteen days thereafter convene the Judicial Committee to hear and act upon the charges. The Committee shall choose its own chairman and establish its own rules of procedure, and the Committee shall set the date for the hearing. The accused and the President shall both appear before the Committee, and both shall have the right to present evidence, examine and cross-examine witnesses, and shall have the right to retain and be represented by counsel. A complete stenographic record of the proceedings shall be kept.

After the hearing the Judicial Committee shall render a decision. Such decision shall be final unless within fifteen days after the receipt of same the President or the accused appeals to the Board of Trustees. When such appeal is taken the President shall forward the appeal together with the stenographic record of the proceedings to the Chairman of the Board of Trustees for that Board's action. The decision of the Board of Trustees shall be final.

In the event of the disqualification of a member of the Judicial Committee, the President shall fill an appointive vacancy, and the Faculty an elective vacancy. Both the President and the accused may request that a member of the Judicial Committee be disqualified from the hearing for cause. The decision of disqualification shall be made by the other members of the Judicial Committee. A disqualified member shall be replaced as specified above.

10. Any faculty member who believes that his rights have been invaded or ignored by any other faculty member or administrative officer, and who is unable to obtain satisfactory redress within the Faculty or his department, shall have the right of appeal directly to the President. If the President's decision does not settle the matter to the Faculty member's satisfaction, he may present to the President an appeal addressed to the Board of Trustees, and this appeal, accompanied by the President's own statement, shall be transmitted by the President to the Board of Trustees for appropriate action.

11. Any member of the Faculty may retire at the end of the academic year in which his sixty-fifth birthday occurs. He must retire at the end of the academic year in which his sixty-eighth birthday occurs. The President may reappoint retired members of the Faculty on an annual basis with the approval of the Board of Trustees.

This section shall not apply to any member of the Faculty in the employ of the University whose fifty-eighth birthday has passed at the time of the adoption of the By-Laws. Such persons shall be governed by the earlier By-Laws, which specify that retirement must be enforced by the end of the academic year in which his seventieth birthday occurs.

ARTICLE IV

Academic Freedom

1. The teacher is entitled to freedom in the classroom in discussing his subject.

2. The teacher is entitled to full freedom in research and in the publication of the results, provided that these activities do not impede the adequate performance of his other academic duties.

3. In speaking or writing, the teacher is entitled to the same freedom and is subject to the same responsibility as attached to all other citizens.

4. Every member of the Faculty shall at all times pay the strictest regard to matters of professional ethics.

ARTICLE V

Leaves of Absence

1. All leaves of absence shall be granted by the President after consultation with the Committee on Promotions, Tenure, and Severance.

2. Members of the Faculty on permanent tenure, who have taught at Lincoln University on full-time appointment for six years, shall be eligible for a sabbatical year with half salary or a sabbatical half-year with full salary.

3. Sabbatical leave shall be granted in order of rank, seniority, and merit of proposed use of time, provided that application for leave be submitted in writing nine months before the beginning of the semester for which the leave is requested. The application shall contain a clear statement of the scope and particulars of the proposed use of time.

4. A teacher who is eligible for leave may waive his right to apply without losing his priority for such leave at a later date.

5. Faculty members on sabbatical leave may accept part-time employment, but remuneration for such employment plus sabbatical leave pay shall not exceed the regular salary for the period, except by special arrangement with the President.

6. Faculty members may be granted special leaves of absence without salary for limited periods of study, research, and professional improvement, or to render technical or professional service. Such special leaves of absence shall not ordinarily extend beyond two consecutive years, and shall not be counted toward the accumulation of years qualifying one for a sabbatical leave.

7. Application for special leave shall be submitted in writing, in due time to permit the University to make the required curricular adjustments, or to provide for a substitute. The application shall contain a clear statement of the scope and particulars of the proposed research project or professional service.

8. Leaves requested for reasons of personal or public emergency shall be negotiated in the light of the exigencies of the case. They shall be without salary except in cases of personal illness or disability.

9. It is assumed that benefit will accrue to the University from all leaves other than emergency leaves. The interest of the University in the professional improvement and the scholarly prestige of faculty members is acknowledged. It is further assumed, however, that benefit accrues to the University only if the recipient of leave returns for an extended period of service. Whether with or without salary, a recipient of leave who does not return to the University for at least a full year following the expiration of leave, shall be considered in violation of an ethical obligation.

ARTICLE VI

Amendments

These By-Laws may be amended, repealed, or otherwise modified at any meeting of the Faculty by the affirmative action of two-thirds of the voting Faculty present at the meeting, provided that the affirmative vote numbers more than a majority of the eligible voters of the Faculty, and provided also that notice of the action to be taken and the text of proposed amendments, portions to be repealed, or other modifications have been mailed to the voting members of the Faculty at least ten days before the meeting at which the proposed changes shall be brought to vote. All modifications of these By-Laws shall be subject to approval by the Board of Trustees.

ARTICLE VII

Distribution

A copy of these By-Laws shall be delivered to every member of the Faculty now in service or hereafter appointed, and every such person shall be governed by the provisions set forth.

NOTE: In a meeting of the Board of Trustees on March 2, 1965, it was stipulated that the Board of Trustees and the Administration would have three-years leeway before putting into force the new personnel policies regarding tenure, non-reappointment and severance which are contained in the Faculty By-Laws approved on that day.

ACADEMIC FREEDOM AND TENURE

1940 STATEMENT OF PRINCIPLES

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

Academic Freedom

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

Academic Tenure

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of full-time instructor or a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.